

## *St. Louis City Ordinance 63786*

FLOOR SUBSTITUTE

BOARD BILL NO. [96] 83

INTRODUCED BY ALDERMAN FRANCIS G. SLAY , ROBERT RUGGERI

AN ORDINANCE TO PROVIDE FOR THE BORROWING OF FUNDS IN ANTICIPATION OF THE COLLECTION OF TAX PAYMENTS LEVIED BY THE CITY FOR DEPOSIT IN ITS GENERAL REVENUE FUND FOR THE CALENDAR YEAR ENDING DECEMBER 31, 1996, AND REMAINING UNCOLLECTED AND OTHER REVENUES REMAINING TO BE COLLECTED FOR THE GENERAL REVENUE FUND FOR FISCAL YEAR ENDING JUNE 30, 1997, ALL SUCH REVENUES FOR THE GENERAL REVENUE FUND IN THE TREASURY OF THE CITY OF ST. LOUIS, MISSOURI THROUGH THE ISSUANCE OF THE CITY OF ST. LOUIS, MISSOURI OF ITS TAX AND REVENUE ANTICIPATION NOTES, AND THE ACQUIRING OF A LETTER OF CREDIT OR OTHER CREDIT ENHANCEMENT IF NECESSARY IN ORDER TO LOWER THE COST OF SAID BORROWING OR IN THE ALTERNATIVE AUTHORIZING AND DIRECTING THE ISSUANCE AND DELIVERY OF TAX AND REVENUE ANTICIPATION NOTES THROUGH THE PARTICIPATION IN A RECOGNIZED STATE OF MISSOURI BOARD OR POOL FINANCING; PRESCRIBING THE FORM AND DETAILS OF SAID NOTES; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID NOTES; AND CONTAINING AN EMERGENCY CLAUSE.

WHEREAS, it now appears and the Board of Aldermen of The City of St. Louis, in the State of Missouri, so finds that the estimate of the total receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996, and remaining uncollected and other revenues remaining to be collected for the General Revenue Fund in the fiscal year ending June 30, 1997 is Three Hundred Thirty Eight Million Three Hundred Sixty One Thousand Dollars (\$338,361,000); and

WHEREAS, there have become and will become due and payable on and prior to the 31st day of December, 1996, expenses and obligations of said City, payable from the aforesaid General Revenue Fund, aggregating not less than the sum of One Hundred Eighty Two Million Two Hundred Thirty Seven Thousand Dollars (\$182, 237,000); and

WHEREAS, it is the opinion of this Board of Aldermen, and the said Board so finds, that sufficient taxes will be collected from the delinquent taxes for the year 1995 and years prior thereto, together with the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997, to provide for the aforesaid expenditures; and

WHEREAS, this Board of Aldermen finds that funds are not and will not be available in the General Revenue Fund in the Treasury of said City on or prior to the 31st day of December, 1996, to pay all of the aforesaid legal obligations chargeable to the said Fund as they will become due and payable on and prior to said date and to maintain reasonable reserves in the General Revenue Fund; and

WHEREAS, the Comptroller of said City has informed this Board of Aldermen that a cash flow deficiency amounting to a sum in excess of Twenty Two Million Dollars (\$22,000,000) can be anticipated in the aforesaid General Revenue Fund at a time or times during the remainder of the aforesaid calendar year 1996; and

WHEREAS, this Board of Aldermen deems it desirable to maintain a reasonable reserve in the General Revenue Fund at all times during the fiscal year ending June 30, 1997; and

WHEREAS, this Board of Aldermen is authorized, under and by the Charter of The City of St. Louis and the laws of the State of Missouri, to borrow Funds in anticipation of the collection of the sums to be derived from City taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997, provided the amount of such loans at no time shall exceed this Board's estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997; and

WHEREAS, this Board of Aldermen is authorized, under and by the aforesaid Charter and laws to determine the amount of such loans and the terms thereof and to execute and issue notes of the City for all funds so borrowed to the

lenders thereof as evidence of such loans and of the terms of the City's obligation to repay the same; and

WHEREAS, this Board of Aldermen does now find and determine that it is necessary and advisable that The City of St. Louis, in the State of Missouri, proceed to borrow a sum not to exceed Forty Million Dollars (\$40,000,000) in anticipation of the collection of the aforesaid taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997, in order to maintain a reasonable reserve in , and to provide funds with which to pay and discharge the expenses and obligations properly payable from the said General Revenue Fund of said City in the fiscal year ending June 30, 1997, which expenses and obligations will become due and payable on and prior to the 31st day of December, 1996, but for the payment and discharge of which it is hereby estimated that funds will not be available otherwise in said General Revenue Fund; and

WHEREAS, no funds heretofore have been borrowed in anticipation of the collection of said taxes and revenues; and

WHEREAS, this Board of Aldermen does now find and determine that the said sum of Forty Million Dollars (\$40,000,000) will not exceed the aforesaid estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997; and

WHEREAS, to the end that said sum may be borrowed for said purpose, it is necessary that this Board of Aldermen shall determine the terms and other incidents of said borrowing; and

WHEREAS, this Board of Aldermen hereby finds and determines that a letter of credit may be necessary guaranteeing the payment when due of the principal of and interest on the notes issued to evidence the loan hereinafter authorized may improve the marketability of such notes and may decrease the net interest cost of such loan to the City; and

WHEREAS, any notice, advertisement, and bidding requirement related to the procurement of any letter of credit or other credit enhancement will be satisfied as required by law; and

WHEREAS, this Board of Aldermen hereby finds and determines it may be in the best interests of the City that the City issue its tax and revenue anticipation notes (the "City Notes") or, in the alternative, to participate in a program established by a Missouri Board (the "Board") and issue its tax and revenue anticipation notes (the "TRANS") to the Board or pool in order to ease the City's cash flow difficulties for the current calendar year; and

WHEREAS, this Board of Aldermen authorizes the City, upon approval of the Board of Estimate and Apportionment, to issue the City Notes or, in the alternative, to participate in a pool financing through the Board pursuant to which the Board will issue notes ("Board Notes") for the purpose of providing funds to purchase the TRANS; and

WHEREAS, under such a pool financing the City will be required to enter into certain agreements including an Advance Funding Agreement (the "Advance Funding Agreement") to provide for the application of a portion of the proceeds of the Board Notes to purchase the TRANS issued by said City and to facilitate the repayment of the TRANS;

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

SECTION 1. In order to maintain a reasonable reserve in, and to provide funds with which to pay and discharge the expenses and obligations properly payable from the General Revenue Fund in the Treasury of The City of St. Louis, in the State of Missouri, for the fiscal year ending June 30, 1997, which expenses and obligations will become due and payable on and prior to the 31st day of December, 1996, but for the payment and discharge of which it is estimated that funds will not be available otherwise in said Fund, a principal sum not to exceed Forty Million Dollars (\$40,000,000), such principal sum to be determined by the Mayor and Comptroller and evidenced by the execution of the Report of Note Sales or the Purchase Contract or the Advanced Funding Agreement, as the case may be, shall upon approval of the Board of Estimate and Apportionment be borrowed by the said City for the said General Revenue Fund within the Treasury of said City in anticipation of the revenues derived from taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997.

SECTION 2. Upon approval by the Board of Estimate and Apportionment, the said borrowing shall be evidenced by Tax and Revenue Anticipation Notes of the said City to be designated "Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 1996", numbered from one upward, of

the denomination of Five Thousand Dollars (\$5,000) and any integral multiple thereof. The said Notes shall bear interest at a rate not exceeding ten per centum (10%) per annum, computed on the basis of a 360-day year comprised of twelve 30 day months as may be determined by the Mayor and Comptroller, payable on the date of maturity of said Notes, and the said Notes shall be dated as of the date of original issue, and shall mature less than 364 days from the date of original issue. The said Notes shall be payable, both as to principal and interest, in lawful money of the United States of UMB Bank of St. Louis, N.A., in the City of St. Louis, State of Missouri (the "Registrar" and "Paying Agent").

SECTION 3. The Notes shall be issuable as book entry notes in the form of fully registered Notes, without coupons, and the Paying Agent may treat the person in whose name any Note is registered as the absolute owner thereof for all purposes and payment of or on account of the principal of or interest on any Note shall be made only to or upon the order of the registered owner thereof or his/her legal representative; and The City of St. Louis and the Registrar and Paying Agent shall not be affected by any notice to the contrary. UMB Bank of St. Louis, N.A., in the City of St. Louis, State of Missouri, is hereby appointed Registrar and Paying Agent for the Notes. With respect to all Notes registered in the name of The Depository Trust Company or its nominee, The City of St. Louis and the Registrar and Paying Agent will recognize The Depository Trust Company or its nominee as the owner of the Notes for all purposes under this Ordinance.

SECTION 4. The covenants and agreements of The City of St. Louis contained herein and in the Notes and any related document (including the pledge contained in Section 9 hereof) shall be for the equal benefit, protection and security of: (a) the holders of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds hereinafter pledged to the payment of the principal of and the interest on the Notes, or otherwise; and (b) the bank, banking institution or other provider of credit enhancement, if any, selected by the Mayor and Comptroller of The City of St. Louis pursuant to Section 11 hereof (collectively, the "Bank") after payment in full by the Bank of the principal of and interest on the Notes pursuant to the Letter of Credit or other credit enhancement (collectively, the "Letter of Credit") and any related Reimbursement Agreement (the "Reimbursement Agreement") provided by Section 11 of this Ordinance.

SECTION 5. All Notes issued hereunder shall be executed on behalf of The City of St. Louis by the manual or facsimile signatures of the Mayor, the Comptroller, and the Treasurer, and approved as to form by the City Counselor

and attested by the manual or facsimile signature of the Register of said City, under the manual or facsimile corporate seal of said City.

SECTION 6. The said Notes and certificate to be endorsed thereon shall be in substantially the form and executed in the manner as hereinafter set forth, with such changes therein as may be required by the Advanced Funding Agreement or the Indenture (as defined below), as approved by the officials executing the same:

UNITED STATES OF AMERICA  
STATE OF MISSOURI  
THE CITY OF ST. LOUIS

\_\_\_\_\_%  
TAX AND REVENUE ANTICIPATION NOTE  
PAYABLE FROM THE GENERAL REVENUE FUND  
SERIES 1996  
\$ \_\_\_\_\_  
No. \_\_\_\_\_  
CUSIP: 791621 \_\_\_\_\_  
Registered Owner: \_\_\_\_\_

The City of St. Louis, in the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns, on the \_\_\_\_\_ day of June, 1997, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), in lawful money of the United States of America, but only out of money in the Treasury of said City standing to the credit of the General Revenue Fund, together with interest thereon from the date hereof until the principal hereof shall have been paid, at the rate of \_\_\_\_\_ per centum (\_\_\_\_\_% ) per annum, computed on the basis of a 360-day year comprised of twelve 30-day months. Both principal of and interest on this Note are payable at UMB Bank of St. Louis, N.A., in the City of St. Louis, State of Missouri (the "Registrar" and "Paying Agent"). This Note and the series of which it is one are authorized to be issued by the Board of Aldermen of said City in anticipation of the collection of the taxes levied by the City for deposit in its General Revenue Fund (the "Fund") for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997 and are issued under and pursuant to the Charter of said City and the laws of the State of Missouri and pursuant to Ordinance No. \_\_\_\_\_ adopted by the Board of Alderman of the City on \_\_\_\_\_, 1996 and approved by the Mayor of the City on \_\_\_\_\_, 1996 (the "Ordinance") and an Indenture of Trust dated as of July 1, 1996 (the

"Indenture"), between the City and the Registrar and Paying Agent. The obligations evidenced by this Note and the series, numbered from one upward, of which it is one (the "Notes"), constitute obligations for a like amount of money borrowed by said City for the Fund in anticipation of the collection of the revenues to be derived from taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997 and constitute a first charge upon the said incoming taxes and revenues for said Fund for such fiscal year ending June 30, 1997.

The Notes are valid and binding, special, limited obligations of the City payable solely out of and secured by a pledge of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997. The Notes and the interest thereon do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof and the Notes do not constitute an indebtedness within the meaning of any constitutional or statutory limitation upon the incurring of indebtedness.

This Note may be transferred only upon the Bond Register upon surrender hereof to the Registrar and Paying Agent duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his/her attorney or legal representative in such form as shall be satisfactory to the Registrar and Paying Agent. Said City has caused to be delivered to the Paying Agent an irrevocable letter of credit or other credit enhancement (the "Letter of Credit") issued by \_\_\_\_\_, acting through its \_\_\_\_\_ Branch, in the City of \_\_\_\_\_, State of \_\_\_\_\_ (the "Bank"). The Registrar and Paying Agent shall be entitled under the Letter of Credit to draw an amount sufficient to pay the principal of the Notes and the interest due thereon. Upon the occurrence of the events set forth hereinafter and in that certain agreement (the "Reimbursement Agreement") between said City and the Bank, payment of the principal of and interest on the Notes may be accelerated by declaration made by the Bank to the Registrar and Paying Agent. Notice of such a declaration of acceleration shall be given by the Registrar and Paying Agent in an issue of The Bond Buyer published in the City of New York, State of New York, at least ten (10) days prior to the date set in such declaration for the payment of the principal of and interest on the Notes.

The event or events which shall permit the Bank to make such a declaration shall be one or more of the following:

(a) the Comptroller of said City shall fail to set aside any funds at the time or times provided in the Ordinance and the Reimbursement Agreement,

(b) any representation or warranty made by said City in the Reimbursement Agreement or any statement or representation made by or on behalf of said City in any document delivered under the Reimbursement Agreement shall prove to have been incorrect in any material respect when made;

(c) said City shall not duly and punctually perform the undertakings contained in the Ordinance, including the obligation to set aside certain taxes and revenues in accordance with Section 14 of the Ordinance and the Reimbursement Agreement;

(d) said City shall fail to pay when due any principal of or interest on any of its general obligations for borrowed money or, without duplication of the foregoing, on any general obligations evidenced by bonds, debentures, notes, or other similar instruments;

(e) said City shall fail to pay when due any amount payable under the Reimbursement Agreement and any such failure shall remain unremedied for three business days after the Bank gives written notice thereof to said City;

(f) said City shall not duly and punctually perform any of the other covenants, agreements, and provisions contained in the Reimbursement Agreement to be performed by said City and shall continue such nonperformance for fifteen (15) days after written notice by the Bank specifying such nonperformance and requiring that failure to be remedied shall have been given to said City;

(g) said City shall become insolvent or admit in writing its inability to pay its debts as they mature, shall declare a moratorium on the payment of its debts or apply for, consent to, or acquiesce in the appointment of a trustee or a receiver for itself or any of its property or take any steps to authorize or effect any such action;

(h) in the absence of any such application, consent, or acquiescence, a trustee or receiver shall be appointed for said City or for a substantial part of its property or revenues and shall not be discharged within a period of thirty (30) days;

(i) all, or any substantial part, of the property of said City shall be condemned, seized, or otherwise appropriated or any bankruptcy, reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding shall be instituted by or against said City (or any action shall be taken to authorize or effect the institution by it of any such proceeding) and, if instituted against said City, shall be consented to or acquiesced in by it or shall not be dismissed within a period of thirty (30) days or

(j) any material provision of the Reimbursement Agreement shall at any time for any reason not be or cease to be valid and binding on said City, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by said City or any governmental agency or authority (other than said City), or said City shall deny that it has any further liability or obligation under the Reimbursement Agreement.

Reference is made hereby to the Ordinance, to the Indenture, to the Reimbursement Agreement between the City and the Bank, and to the Letter of Credit issued by the Bank, conformed copies of which are being held by the Registrar and Paying Agent for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of said City, the Registrar and Paying Agent, the Bank and the holders of the Notes. The holder of this Note, by acceptance hereof, is deemed to have agreed and consented to the terms and provisions of the Ordinance, the Indenture, the Reimbursement Agreement and the Letter of Credit. The holder of this Note, by acceptance hereof, shall have no right to enforce the provisions of the Ordinance, the Indenture, the Reimbursement Agreement, or the Letter of Credit, to institute action to enforce the covenants contained in those documents, to take any action with respect to any failure to perform any act hereinabove set forth, or to institute, appear in, or defend any suit or other proceeding with respect thereto.

It is hereby certified, warranted and represented that all acts, conditions and things required to be done, to happen, and to exist, precedent to and in the issuance of this Note and the series of which it is one, in order to make the same legal, valid and binding special obligations of said City, have been done, have happened and do exist in proper form, time and manner, as required by law; that the aggregate principal amount of the borrowing evidenced by this Note and the series of which it is one does not exceed the estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997 or an amount which would alter

the tax-exempt status of the interest on this Note; and that the proceeds of the taxes levied and collected in said fiscal year and other revenues for the Fund, or so much thereof as may be necessary, and the proceeds of such taxes and revenues are hereby irrevocably pledged to the payment of this Note and the other Notes of which it is one and the interest to accrue thereon.

IN TESTIMONY WHEREOF, The City of St. Louis, in the State of Missouri, has caused this Note to be executed on its behalf by the manual or facsimile signatures of the Mayor, the Comptroller, and the Treasurer and, approved as to form by the City Counselor and attested by the manual or facsimile signature of the Register of said City, under the manual or facsimile corporate seal of said City, this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

THE CITY OF ST. LOUIS  
IN THE STATE OF MISSOURI

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Treasurer

Attest:

\_\_\_\_\_  
Register

(SEAL)

Approved as to form:

\_\_\_\_\_  
City Counselor  
(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto:

\_\_\_\_\_  
(Please Print or Typewrite Name, Address and Social Security Number or  
Taxpayer Identification Number of Transferee)

the within mentioned Note and all rights thereunder, and hereby constitutes and appoints\_\_\_\_\_ to transfer the within mentioned Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_ NOTICE: No transfer will be registered and no new Note will be issued in the name of the transferee unless the signature(s) to this assignment correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the transferee is supplied.

Signature Guaranteed By:

\_\_\_\_\_  
(Eligible Guarantor Institution)  
By \_\_\_\_\_

Title: \_\_\_\_\_

SECTION 7. When the said Notes shall have been prepared and executed as hereinabove directed, they shall be registered in the office of the Treasurer of said City in a book to be provided for that purpose, showing the number of each Note, the denomination thereof, the interest rate, the place of payment, the due date, and to whom sold and delivered, with the date of such sale and delivery, and there shall be attached to each of said Notes a form of certificate for manual execution by the said Treasurer substantially as follows:

STATE OF MISSOURI )  
) ss.  
CITY OF ST. LOUIS )

It is hereby certified that the attached Note has been registered in my office in a book kept for that purpose.

\_\_\_\_\_  
Treasurer, The City of St. Louis,  
State of Missouri

SECTION 8. The aforesaid Notes and the interest thereon shall constitute special limited obligations of the City, payable solely and only from the General Revenue Fund taxes and revenues herein pledged, and said Notes shall

be negotiable in all respects in accordance with the Uniform Commercial Code of the State of Missouri.

SECTION 9. The Notes herein authorized to be issued and any obligations of said City under any Reimbursement Agreement between said City and the Bank shall be and the same are established and regarded hereby as a first charge upon the incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997, in anticipation of which the said Notes are issued, and the said incoming taxes and revenues, or so much thereof as may be necessary, shall be and the same are irrevocably pledged hereby for and to the payment of the Notes herein authorized to be issued and to the repayment of any amounts owed under any Reimbursement Agreement.

SECTION 10. The Mayor and the Comptroller of The City of St. Louis shall sell said Notes for the best price obtainable, either at private or public sale, as they may deem most expedient, the Comptroller shall cause the Notes so sold to be delivered to the purchaser or purchasers thereof upon receipt of the purchase price therefor, and the proceeds of the sale of said Notes shall be paid into the Treasury of said City; but none of said Notes shall be sold for less than par and accrued interest, if any, to the date of delivery.

SECTION 11. The Mayor and Comptroller of The City of St. Louis are hereby authorized to enter into such an agreement with a Bank deemed by them to be appropriate for the purpose and for such a fee, deemed by said Mayor and Comptroller to be reasonable (but not in excess of one and fifty hundredths per centum [1.5%] of the principal amount of and accrued interest, from original issue date to maturity date, on the Notes issued hereunder), as may be required to induce such Bank to issue its Letter of Credit in which it agrees to pay the principal of and interest on the Notes issued hereunder when due. Said Mayor and Comptroller also are authorized hereby to enter into such additional concurrent agreement or agreements with any Bank providing such a Letter of Credit as may be required by that Bank in order to provide for the payment of additional interest (but at an aggregate rate not in excess of fourteen per centum (14%) per annum for each day the obligations under any applicable reimbursement agreement (the "Reimbursement Agreement") remain unpaid should that Bank not be reimbursed promptly or fully for the payment of such principal and interest when due. To the extent that the Mayor and Comptroller determine not to obtain a Letter of Credit, then all references to the Letter of

Credit, the Bank and the Reimbursement Agreement shall be deemed to be omitted from this Ordinance.

SECTION 12. The Notes herein authorized to be issued shall be prepared and executed to provide funds with which to meet and discharge the obligations of the General Revenue Fund in the Treasury of the aforesaid City as such obligations accrue from time to time. The Treasurer of the aforesaid City shall be and he is hereby authorized and directed to sell and deliver the same to the purchaser or purchasers of said Notes, upon receipt of payment by him, from said purchaser or purchasers, of the aggregate face value of said Notes.

SECTION 13. The proceeds received from the sale and delivery of said Notes shall be deposited immediately in the Treasury of said City to the credit of the General Revenue Fund, and the amount so credited, or so much thereof as may be necessary, shall be used and expended only in payment of the expenses and obligations properly payable from said General Revenue Fund for the fiscal year ending June 30, 1997, which have and will become due and payable on or prior to the 31st day of December, 1996.

SECTION 14. In order to assure the availability of adequate funds on the maturity date of the Notes, with which to pay the Notes or, if applicable, to reimburse the Bank as contemplated in any Reimbursement Agreement, the Comptroller of said City is hereby directed to set aside (into a separate and distinct account called the "Tax and Revenue Anticipation Notes of 1996 Sinking Fund") on her books, out of the incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997, the sum Five Million (\$5,000,000) on or before January 31, 1997, the additional sum of Fifteen Million (\$15,000,000) on or before April 28, 1997, the additional sum of Five Million (\$5,000,000) on or before May 31, 1997, and the remainder of the Principal outstanding on or before the maturity date of the Notes, plus the interest which then will be due on all of said Notes on the maturity date of the Notes. Any sums on deposit in said Sinking Fund may be invested and reinvested by the Treasurer of said City.

SECTION 15. The Registrar and Paying Agent herein designated shall be paid the usual and customary fees for its services in connection herewith, which said fees shall be paid from the General Revenue Fund in the Treasury of said City, the amount of which fees shall be subject to approval by the Comptroller of The City of St. Louis.

SECTION 16. The Internal Revenue Code of 1986, as amended, imposes various requirements to maintain the exclusion from gross income for federal income tax purposes of interest on the Notes. Some of these requirements may be complied with only after the issuance of the Notes, and failure so to comply could cause interest on the Notes to be included in gross income retroactive to the date of issuance. Said City hereby covenants to comply with all such requirements.

SECTION 17. The Mayor, the Comptroller, the Treasurer, the Register and other appropriate officers, agents and employees of the City with the advice and concurrence of the City Counselor and after approval of the Board of Estimate and Apportionment are hereby empowered to execute and deliver certain documents, including, but not limited to a guaranteed investment agreement as determined by the Treasurer, the terms of which are substantially reflected in Exhibit A (Request for Investment Agreement), and the Reimbursement Agreement, if any, which may be required in order to borrow funds in anticipation of the collection of sums to be derived from taxes and other revenue for the current fiscal year.

SECTION 18. As an alternative to the method of borrowing described in Sections 2 through 17, the Mayor, the Comptroller and the Treasurer are hereby authorized and directed, in the best interest of the City and with approval of the Board of Estimate and Apportionment, to enter into an Advance Funding Agreement in substantially the form approved by the Board of Estimate and Apportionment; the Mayor's, the Comptroller's and the Treasurer's execution thereof shall be conclusive evidence of the City's and the Board of Estimate and Apportionment's approval of such form.

SECTION 19. The City, upon approval of the Board of Estimate and Apportionment, is hereby authorized and directed to issue and deliver to the Board the TRANS in the principal amount not to exceed the sum of Forty Million Dollars (\$40,000,000) for the General Revenue Fund of the City. The TRANS shall mature not later than June 30, 1997, and shall bear interest payable at maturity at a rate not to exceed 10% per annum. The TRANS shall be in substantially the form approved by the Board of Estimate and Apportionment; the Mayor's, the Comptroller's and the Treasurer's execution thereof shall be conclusive evidence of the City's and the Board of Estimate and Apportionment's approval of such form and the principal amount and interest rate.

SECTION 20. The Mayor, the Comptroller and the Treasurer of the City and the other officers, agents and employees of the City are hereby authorized and

directed to execute and deliver the above described documents on behalf of the City upon approval of the Board of Estimate and Apportionment.

SECTION 21. The Board of Aldermen hereby authorizes the City to enter into an Indenture of Trust (the "Indenture"), said Indenture to be in substantially the form attached to this Ordinance as Exhibit B, in order to issue and secure the Notes; with changes as are approved by the Mayor and Comptroller; the Mayor's and Comptroller's execution thereof shall be conclusive evidence of their approval of said changes.

SECTION 22. The Board of Aldermen hereby appoints the Trustee under the Indenture to act as disbursing agent (the "Disbursing Agent") on behalf of the City, and in such capacity, to receive, hold, invest and disburse the proceeds of the Notes on behalf of the City in accordance with the Advance Funding Agreement or the Indenture, whichever is applicable. The Board of Aldermen further authorizes the Board to direct the investment of TRANS proceeds held by the Disbursing Agent on behalf of the City pursuant to the powers of the Board granted under Sections 100.250 to 100.298, inclusive, of the Revised Statutes of Missouri 1994, as amended.

SECTION 23. The Board of Aldermen further authorizes the City or the Board on behalf of the City (a) to enter into the Reimbursement Agreement with the Bank, if the Mayor and Comptroller determine that such agreement is necessary or beneficial to facilitate the sale of the Notes or Board Notes, as applicable, and (b) to take such other action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 24. The Mayor, the Comptroller and the Treasurer, and the other appropriate officers, agents and employees of the City, upon approval of the Board of Estimate and Apportionment, are hereby authorized and directed to take such other and further action, and execute, deliver and file such other and further documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Notes and the Indenture or the City's TRANS and the Advance Funding Agreement, as applicable.

SECTION 25. If the City borrows pursuant to an Advanced Funding Agreement and the provisions of Sections 18 and 19, the provisions of Sections 18 and 19 shall control over the remaining provisions hereof in the case of any conflict.

SECTION 26. This Ordinance has been adopted to provide for and induce the sale of the Notes, and may not be repealed, amended or modified while any Notes are outstanding, except for such amendments which, in the opinion of counsel to the City and nationally recognized bond counsel, (i) shall not materially adversely affect the interests of the holders of the Notes, (ii) are required by existing or future laws, or (iii) are necessary to clarify any ambiguity, inconsistency or defective provision contained herein; provided, however, the City shall obtain the prior consent of Bank, if any, which will not be unreasonably withheld.

SECTION 27. Immediately upon the passage of this Ordinance, a certified copy hereof shall be filed with the Treasurer of The City of St. Louis for his information and guidance.

SECTION 28. If any term or provision of this Ordinance or the Notes or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such term or provision to persons in situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforced to the fullest extent permitted.

SECTION 29. The passage of this Ordinance and the payment of the obligations to be provided for hereunder are necessary for the immediate preservation of the public peace, health, and safety; an emergency is hereby declared to exist under the terms and provisions of Article IV, Sections 19 and 20, of the Charter of The City of St. Louis; and this Ordinance shall take effect immediately upon its approval by the Mayor.

## EXHIBIT A

### REQUEST FOR INVESTMENT AGREEMENT

DATE: June \_\_, 1996

NAME:

City of St. Louis  
Tax and Revenue Anticipation Notes  
Payable from the General Fund  
Series 1996

SIZE: Approximately \$35,000,000 plus interest

TERM: 12 months or less (6/\_\_/97 maturity)

The following are fixed deposits to be made into the Investment Agreement.

Date Deposits I.A. Balance

30 Jan 97 5,000,000 5,000,000

28 Feb 97 5,000,000 10,000,000

29 Mar 97 10,000,000 20,000,000

31 May 97 5,000,000 25,000,000

\_\_ June 97 remainder

FLEX: None.

RATE:

Fixed. Interest paid at maturity. (6/\_\_/97) 30/360

Interest payable will be calculated as follows:

Deposit amount \* (Interest\*(#days/360))

INVESTMENT REQUIREMENTS:

Will comply with The City of St. Louis' investment requirements under the charter and state laws.

ENFORCEABILITY OPINIONS:

Enforceability opinions are required by closing. In the case of bids through a branch or subsidiary, opinions may cover the role of both entities. Providers who are offshore institutions must provide opinions that the Agreement (or guarantee, if applicable) is fully authorized, executed and delivered and enforceable in accordance with its terms under the law of the nation of domicile, that suits for enforcement may be brought directly in the nation and the United States. Such opinions shall be subject to the approval of Bond Counsel and the Rating Agencies.

DEPOSIT OF FUNDS:

Neither the Issuer nor any member of the working group shall be liable for any damages sustained by the selected bidder(s) in the event the Investment Agreement is not funded for any reason.

TIMING: Live 6/\_\_/96, Settle 7/\_/96

#### FORM OF AGREEMENT:

The provider may use its own form of investment Agreement provided that such form is acceptable to the Issuer, Bond Counsel, and the Trustee. Such form must conform to the term of the bid and the bidding specifications and should contain standard industry language including provisions waiving any right of set-off or counter claim against the Trustee and/or the Issuer. Offshore providers must consent to the service and jurisdiction of the U.S. courts. Choice of law must be either New York or Missouri.

#### STATEMENTS:

Monthly statements must be provided to the Issuer and the Trustee

#### COSTS:

No costs incurred by the investment agreement provider or individuals or entities acting on its behalf will be paid by the Issuer (e.g., costs associated with collateral substitution, collateral valuation, drafting of agreements, legal fees, etc.)

#### DOCUMENTATION:

Documents must be executed by the closing date. The provider is required to submit document drafts by the close of business on July 1, 1996.

Documentation is subject to review and approval by Moody's, Standard and Poor's and Fitch. Documentation must include a form of domestic as well as foreign, if applicable, enforceability opinion. Awards will be contingent upon satisfactory documentation.

#### RIGHT TO REJECT BIDS:

This Issuer reserves the right to reject any and all bids if it determines that it is in the best interest to do so. The Issuer reserves the right to negotiate the terms of the Investment Agreement with the provider but also reserves the right to reject the Investment Agreement if it does not comply with the terms presented herein.

#### EXHIBIT B

#### INDENTURE OF TRUST

FROM  
THE CITY OF ST. LOUIS, MISSOURI  
TO  
UMB BANK OF ST. LOUIS, N.A.,  
DATED AS OF JULY 1, 1996  
AUTHORIZING THE ISSUANCE OF  
\$ \_\_\_\_\_  
TAX AND REVENUE ANTICIPATION NOTES  
PAYABLE FROM THE GENERAL REVENUE FUND  
SERIES 1996  
INDENTURE OF TRUST

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INDENTURE OF TRUST

This INDENTURE OF TRUST (this "Indenture") is dated as of July 1, 1996 from The City of St. Louis, Missouri (the "City") to UMB Bank of St. Louis, N.A., St. Louis, Missouri, as Trustee (the "Trustee").

PREAMBLES:

WHEREAS, the City has found that the estimate of the total receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the fiscal year ending June 30, 1997 is Three Hundred Thirty-Eight Million Three Hundred Sixty-One Thousand Dollars (\$338,361,000); and

WHEREAS, there have become and shall become due and payable on and prior to the 31st day of December, 1996, expenses and obligations of the City, payable from the General Revenue Fund, aggregating not less than the sum of One Hundred Eighty-Two Million Two Hundred Thirty-Seven Dollars (\$182,237,000); and

WHEREAS, the City has determined that sufficient taxes shall be collected from the delinquent taxes for the year 1995 and years prior thereto, together with the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997, to provide for the aforesaid expenditures; and

WHEREAS, the City has determined that funds are not and shall not be available in the General Revenue Fund in the Treasury of the City on or prior to the 31st day of December, 1996, to maintain a reasonable reserve in the City's General Revenue Fund and to pay all of the such legal obligations chargeable to the General Revenue Fund as they shall become due and payable on and prior to such date; and

WHEREAS, the City has determined that a cash flow deficiency amounting to an amount in excess of Twenty-Two Million Dollars (\$22,000,000) can be anticipated in the General Revenue Fund at a time or times during the remainder of such calendar year 1996; and

WHEREAS, the City has maintained and intends to maintain in the future as a reserve a beginning fiscal year cash balance in the General Revenue Fund of an amount in excess of Sixteen Million Dollars (\$16,000,000), approximately five percent (5%) of the General Revenue Fund's annual expenditures; and

WHEREAS, the City deems it desirable to maintain a reasonable reserve in the General Revenue Fund at all times during the remainder of the fiscal year ending June 30, 1997; and

WHEREAS, the City is authorized, under and by the Charter of The City of St. Louis and the laws of the State of Missouri, to borrow funds in anticipation of the collection of the sums to be derived from taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997, provided the amount of such loans at no time shall exceed the City's estimate of the receipt of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997; and

WHEREAS, the City is authorized, under and by such Charter and laws to determine the amount of such loans and the terms thereof and to execute and deliver tax and revenue anticipation notes of the City for all funds so borrowed to the lenders thereof as evidence of such loans and of the terms of the City's obligation to repay the same; and

WHEREAS, the City has found and determined that it is necessary and advisable that the City proceed to borrow a sum set forth below in anticipation of the collection of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997, in order maintain a reasonable reserve in the City's General Revenue Fund and to provide funds with which to pay and discharge the expenses and obligations properly payable from the General Revenue Fund of the City for the fiscal year ending June 30, 1997, which expenses and obligations shall become due and payable on and prior to the 31st day of December, 1996, but for the payment and discharge of which it is hereby estimated that funds shall not be available otherwise in the General Revenue Fund; and

WHEREAS, the City has not heretofore issued any notes or borrowed in anticipation of the collection of such taxes and revenues; and

WHEREAS, the City has determined that the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) shall not exceed the estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997; and

WHEREAS, to the end that the Notes (as herein defined) may be issued for such purpose, it is necessary that the City shall determine the terms and other incidents of such borrowing; and

WHEREAS, the City has determined that it is in the best interest of the City to sell the City's Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 1996 (the "Notes") upon such terms as set forth herein; and

WHEREAS, Ordinance No. \_\_\_\_\_ authorizing the issuance of the Notes (the "Ordinance") was adopted by the Board of Aldermen of the City on \_\_\_\_\_, 1996 and was approved by the Mayor of the City on \_\_\_\_\_, 1996; and

WHEREAS, all things necessary to make the Notes, when authenticated by the Treasurer of the City and issued as in this Indenture provided, the valid, legal and binding special, limited obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Notes issued hereunder have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Notes, subject to the terms hereof, have in all respects been duly authorized;

NOW THEREFORE, THIS INDENTURE WITNESSETH:

### GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Notes by the owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Notes issued and outstanding under this Indenture from time to time according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Notes contained, does hereby transfer, pledge and assign to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors and assigns in trust, in and to all and singular the property described in paragraphs (a) and (b) below (said property being herein referred to as the "Trust Estate"), to wit:

(a) The incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997, in anticipation of which the Notes are issued; and

(b) All moneys and securities, from time to time held by the Trustee under the terms of this Indenture, and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and pro rata benefit and security of each and every owner of the Notes, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Note over or from the others, by reason of priority in the issue or negotiation thereof, or for any other reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Notes shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the City or its successors or assigns shall well and truly pay or cause to be paid the principal of such Notes with interest, according to the provisions set forth in the Notes and each of them or shall provide for the payment of such Notes by depositing or causing to be deposited with the Trustee the entire amount of funds or securities requisite for payment thereof when and as authorized by the provisions hereof, and shall also pay or cause to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, determine and become void, and thereupon the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the City and upon the payment of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the City such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture of record, and if necessary shall grant, reassign and deliver to the City, its successors or assigns, all and singular the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Notes issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective owners from time to time of the Notes, as follows:

## ARTICLE I DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Beneficial Owner" means, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant, or such person's subrogee.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday or Friday on which the Paying Agent is open for business.

"Cede & Co." means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.

"Charter" means the Charter of The City of St. Louis.

"City" means The City of St. Louis, Missouri, its successors and assigns.

"Code" means the Internal Revenue Code of 1986, as amended or any corresponding provisions of succeeding law, and the applicable temporary, proposed and final regulations and procedures related thereto.

"Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the City and dated as of July 1, 1996, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"DTC" means The Depository Trust Company of New York, New York.

"General Revenue Fund" means the General Revenue Fund in the Treasury of the City.

"Indenture" means this Indenture as from time to time amended in accordance with the terms hereof.

"Note Registrar" means UMB Bank of St. Louis, N.A., located in St. Louis, Missouri and any successor.

"Notes" means the Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 1996, of the City in the principal amount of \$\_\_\_\_\_ authorized by the Ordinance and this Indenture.

"Ordinance" means Ordinance No. \_\_\_\_\_ adopted by the Board of Aldermen of the City on \_\_\_\_\_, 1996 and approved by the Mayor of the City on \_\_\_\_\_, 1996.

"Participant" means any broker-dealer, bank or other financial institution for which DTC holds Notes as securities depository.

"Paying Agent" means UMB Bank of St. Louis, N.A., St. Louis, Missouri, and its successors and assigns.

"Representation Letter" means the Representation Letter from the City and the Paying Agent to DTC with respect to the Notes.

"Trustee" means UMB Bank of St. Louis, N.A., St. Louis, Missouri, and its successors and assigns.

## ARTICLE II AUTHORIZATION OF THE NOTES

Section 201. Authorization of the Notes. The Notes are being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, the City's Charter and the Ordinance.

The Notes are hereby authorized to be issued in the aggregate principal amount of \$\_\_\_\_\_ to maintain a reasonable reserve in the City's General Revenue Fund and to provide funds to pay and discharge expenses and obligations properly payable from the General Revenue Fund of the City in the fiscal year ending June 30, 1997.

The Notes shall be valid special, limited obligations of the City, payable as to both principal and interest from the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997.

Section 202. Description of the Notes. The Notes shall consist of fully registered Notes without coupons, in the denomination of \$5,000 or any integral multiple thereof, numbered from R 1 consecutively upward in the order of issuance. All of the Notes shall be dated the date of their original issuance

and delivery, shall become due on June \_\_, 1997 and shall bear interest from their dated date at a rate of \_\_\_\_% per annum.

Interest on the Notes shall be payable at maturity. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months. The Notes shall be substantially in the form provided in Article IV hereof, and shall be subject to registration, transfer and exchange as provided in Section 205 hereof.

Section 203. Designation of Paying Agent and Note Registrar. The Trustee is hereby designated as the City's paying agent for the payment of principal of and interest on the Notes and the registrar and transfer agent with respect to the registration, transfer and exchange of Notes (the "Paying Agent" and "Note Registrar").

Section 204. Method and Place of Payment of Notes. The principal of and interest on the Notes shall be payable to the registered owners thereof in lawful money of the United States of America upon presentation and surrender of such Notes as they become due at the principal corporate trust office of the Paying Agent and Note Registrar. A registered owner of \$100,000 or more principal amount of Notes may elect to receive payment of principal and interest by wire transfer to an account designated by such owner to the Paying Agent not less than five days prior to the payment date.

Section 205. Registration Provisions. The City shall, as long as any of the Notes herein authorized remain outstanding, cause to be kept at the office of the Note Registrar, books for the registration of Notes as herein provided.

The Notes when issued shall be registered in the names of the owners thereof on the books of registration of the City to be kept in the principal corporate trust office of the Note Registrar for that purpose.

Each Note shall be made payable to the registered owner thereof. Each Note shall be transferable only upon the registration books maintained by the Note Registrar by the registered owner thereof in person or by his/her attorney duly authorized in writing, upon surrender thereof at the principal corporate trust office of the Note Registrar together with a written instrument of transfer satisfactory to the Note Registrar duly executed by the registered owner or his/her duly authorized attorney. Upon the transfer of any Note and the payment of any fee, tax or governmental charge, the Note Registrar shall issue in the name of the transferee a Note or Notes of the same aggregate principal amount and maturity as the surrendered Note, registered in the name of the transferee, in any denomination herein authorized.

Notes, upon surrender thereof at the principal corporate trust office of the Note Registrar with a written instrument of transfer satisfactory to the Note Registrar, duly executed by the registered owner or his/her duly authorized attorney, may, at the option of the registered owner thereof, and upon payment of any fee, tax or governmental charge required to be paid, be exchanged for an equal aggregate principal amount of Notes of the same maturity, in any denomination herein authorized.

The City, the Trustee, the Note Registrar and the Paying Agent may deem and treat the person in whose name any Note shall be registered as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal amount and interest on such Note and for all other purposes, and all such payments so made to any such registered owner or upon his/her order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the City, the Trustee, the Note Registrar nor the Paying Agent shall be affected by any notice to the contrary, but such registration may be changed as herein provided.

In all cases in which the privilege of exchanging Notes or transferring Notes is exercised, the Note Registrar shall cause the Treasurer of the City to authenticate and deliver Notes in accordance with the provisions of this Indenture. For every such exchange or transfer of Notes, the Note Registrar may make a charge to the owner of the Notes sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. The fees and charges of the Note Registrar for making any exchange or transfer provided for by this Indenture and the expense of any Note printing necessary to effect the subsequent exchange or transfer of any Note shall be paid by the City. The Note Registrar shall not be required to register, transfer or exchange Notes for a period of 15 days next preceding the maturity date of Notes.

Section 206. Execution and Delivery of the Notes. The Mayor, the Comptroller, the Treasurer and the Register of the City are hereby authorized and directed to prepare and execute the Notes in the manner hereinbefore specified, with the City Counselor's approval of the form of the Notes, and the Treasurer of the City is hereby authorized and directed to authenticate the Notes in the manner specified in the Ordinance and, when duly executed and authenticated, to deliver the Notes to the Note Registrar with instructions to deliver the Notes to the original purchasers thereof on payment of the purchase price.

The Notes shall be executed in the name and for and on behalf of the City by the manual or facsimile signature of the Mayor, the Comptroller and the Treasurer of the City and attested by the manual or facsimile signature of the Register of the City, and the seal of the City shall be affixed to or imprinted on each Note, with the City Counselor's manual or facsimile signature thereon approving the Notes as to form. In case any official whose signature or facsimile thereof appears on any Notes shall cease to be such official before the delivery of such Notes, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note shall be the proper officials to sign such Note although at the date of such Note such persons may not have been such officials.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form provided in Section 401 hereof, which shall be manually executed by the Treasurer of the City. No Note shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Treasurer of the City. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Indenture.

The Notes signed, sealed and authenticated as herein provided shall be and constitute valid and binding special, limited obligations of the City according to the terms hereof, although the exchange or transfer thereof may be made at a date or dates after any official whose signature is affixed thereto shall have ceased to be the incumbent of his/her office.

Section 207. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note is mutilated, lost, stolen or destroyed, the City shall execute and the Paying Agent and the Note Registrar shall authenticate a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the City or the Paying Agent and the Note Registrar, and in the case of any lost, stolen or destroyed Note, there first shall be furnished to the City and the Paying Agent and the Note Registrar evidence of such loss, theft or destruction satisfactory to the City and the Paying Agent and the Note Registrar, together with an indemnity satisfactory to them which indemnity shall, in any event, name the Paying Agent and the Note Registrar as a beneficiary. In the event any such Note shall have matured, the Paying Agent and the Note Registrar, instead of issuing a duplicate Note, may pay the same without surrender

thereof, making such requirements as it deems fit for its protection, including a lost instrument bond. The City and the Paying Agent and the Note Registrar may charge the owner of such Note with their reasonable fees and expenses for such service. In executing a new Note, the City may rely conclusively upon a representation by the Paying Agent and the Note Registrar that the Paying Agent and the Note Registrar are satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Note.

Section 208. Destruction of Notes. Whenever any outstanding Note shall be delivered to the Paying Agent and the Note Registrar for cancellation pursuant to this Indenture, or for replacement pursuant to Section 207 hereof, such Note shall be promptly cancelled and cremated or otherwise destroyed by the Note Registrar, and counterparts of a certificate of destruction shall be furnished by the Paying Agent and the Note Registrar to the City.

Section 209. Securities Depository.

(a) The Notes shall be initially issued as one authenticated fully registered note. Upon initial issuance, the ownership of such Notes shall be registered in the note register in the name of Cede & Co., as nominee of DTC. The Paying Agent and the Note Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal of, premium, if any, or interest on the Notes, selecting the Notes or portions thereof to be redeemed, giving any notice permitted or required to be given to owners of Notes under this Indenture, registering the transfer of Notes, and for all other purposes whatsoever; and neither the Paying Agent and the Note Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Notes under or through DTC or any Participant, or any other person which is not shown on the note register as being a owner of any Notes, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of, premium, if any, or interest on the Notes, with respect to any notice which is permitted or required to be given to owners of Notes under this Indenture, with respect to any consent given or other action taken by DTC as the owner of the Notes. So long as any Note is registered in the name of Cede & Co., as nominee of DTC, the Paying Agent shall pay all principal of, premium, if any, and interest on such Notes, and shall give all notices with respect to such Notes, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of, premium, if any, and interest on the Notes to the extent of the sum

or sums so paid. No person other than DTC shall receive an authenticated Note evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes shall be transferable to such new nominee in accordance with paragraph (d) hereof.

(b) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Note certificates, the City may notify DTC and the Paying Agent and the Note Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Note certificates. In such event, the Notes shall be transferable in accordance with paragraph (d) hereof. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the City and the Paying Agent and the Note Registrar and discharging its responsibilities with respect thereto under applicable law. In such event, the Notes shall be transferable in accordance with paragraph (d) hereof. The City and the Paying Agent and the Note Registrar shall be entitled to rely conclusively on the information provided to it by DTC and its Participants as to the names of the beneficial owners of the Notes.

(c) The execution and delivery of the Representation Letter to DTC by the Mayor and the Comptroller of the City is hereby authorized, and the execution of the Representation Letter by the Mayor and the Comptroller of the City shall be conclusive evidence of such approval. The Representation Letter shall set forth certain matters with respect to, among other things, notices, consents and approvals by owners of the Notes and Beneficial Owners and payments on the Notes. The Paying Agent and the Note Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Indenture.

(d) In the event that any transfer or exchange of Notes is permitted under paragraph (a) or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent and the Note Registrar of the Notes to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Indenture. In the event Note certificates are issued to holders other than Cede & Co., or its successor as nominee for DTC as holder of all of the Notes, the provisions of this Indenture shall also apply to all matters relating thereto, including, without limitation, the printing of such certificates and the method of payment of principal of and interest on such certificates.

### ARTICLE III REDEMPTION

Section 301. Redemption. The Notes shall not be subject to redemption prior to maturity.

### ARTICLE IV FORM OF NOTES

Section 401. Form of Notes. The Notes and the certificate of authentication to be endorsed thereon shall be in substantially the form set forth in the Ordinance, with appropriate variations, omissions and insertions as permitted or required by this Indenture and the Ordinance.

### ARTICLE V APPLICATION OF NOTE PROCEEDS

Section 501. Disposition of Note Proceeds. All proceeds derived from the sale of the Notes shall be deposited immediately in the Treasury of the City to the credit of the General Revenue Fund, and the amount so credited, or so much thereof as may be necessary, shall be used and expended only in payment of the expenses and obligations properly payable from the General Revenue Fund of the City, which have and shall become due and payable on or prior to the 31st day of December, 1996, for which the Notes have been authorized, as hereinbefore provided.

Section 502. Sinking Fund Deposits. In order to assure the availability of adequate funds on June \_\_, 1997, with which to pay the Notes, the Comptroller of the City is hereby authorized to set aside (into a separate and distinct account called the "Tax and Revenue Anticipation Notes, Series 1996 Sinking Fund") on his/her books, out of the incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997, the principal of and interest on the Notes on or before June \_\_, 1997. Sums on deposit in the Tax and Revenue Anticipation Notes, Series 1996 Sinking Fund may be invested and reinvested by the Treasurer of the City. The Comptroller may, but is not required to, deposit moneys from such fund with the Trustee hereunder. Nothing contained herein shall be construed as requiring any deposits into such fund, either on the Comptroller's books or with the Trustee.

## ARTICLE VI PAYMENT OF THE NOTES

Section 601. Security for the Notes. The Notes shall be valid and binding special, limited obligations of the City payable solely out of and secured by a pledge of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997. The Notes and the interest thereon do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof and the Notes do not constitute an indebtedness within the meaning of any constitutional or statutory limitation upon the incurring of indebtedness.

The Notes herein authorized to be issued shall be and the same are established and regarded hereby as a first charge upon the incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997, in anticipation of which the Notes are issued, and the incoming taxes and revenues, or so much thereof as may be necessary, shall be and the same are irrevocably pledged hereby for and to the payment of the Notes herein authorized to be issued.

Section 602. Equal Benefit, Protection and Security. The covenants and agreements of the City contained herein and in the Notes and any related document (including the pledge contained in Section 601 hereof) shall be for the equal benefit, protection and security of the holders of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise.

## ARTICLE VII DEPOSIT AND INVESTMENT OF FUNDS

Section 701. Deposits of Moneys. Cash moneys held by the Trustee in trust hereunder shall be deposited with a bank or banks located in the State of Missouri which is a member of the Federal Deposit Insurance Corporation, and all such bank deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State of Missouri. All moneys held by the Trustee in trust hereunder shall be kept in a trust

account separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Section 702. Investment of Funds. All moneys and funds held by the Trustee in trust hereunder may be invested by the Treasurer of the City pursuant to and in compliance with the provisions hereof in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, or in such other obligations as may be permitted by law; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed to pay the Notes. All such investments shall be titled in the name of the "Treasurer of The City of St. Louis, Missouri." All interest on any investments held by the Trustee hereunder shall accrue to and become a part of such investments. Any investment losses on funds held by the Trustee hereunder shall be borne by the City.

Section 703. Tax Covenant. The City covenants that it shall not take any action or permit any action to be taken or omit to take any action or permit the omission of any action reasonably within its control which action or omission shall cause the interest on the Notes to be includable in gross income for federal income taxation purposes or otherwise adversely affect the exemption of the interest on the Notes from federal and State of Missouri taxation. This covenant shall survive the payment of the Notes and the termination of this Indenture as provided in Article X of this Indenture.

Section 704. Tax Documents. Authorized officials of the City are hereby authorized to execute the Non-Arbitrage Certificate and Tax Agreement on the date of delivery of the Notes, the execution thereof by such officials shall be conclusive evidence of such approval.

## ARTICLE VIII DEFAULTS AND REMEDIES

Section 801. Remedies. The provisions of this Indenture, including the covenants and agreements herein contained, shall constitute a contract between the City and the registered owners of the Notes. The registered owner or registered owners of any of the Notes at the time outstanding shall have the right, for the equal benefit and protection of all registered owners of Notes similarly situated:

(a) By mandamus or other suit, action or proceedings at law or in equity to enforce his, her or their rights against the City and its officials, agents and

employees, and to require and compel duties and obligations required by the provisions of this Indenture or by the Constitution and laws of the State of Missouri;

(b) By suit, action or other proceedings in equity or at law to require the City, its officials, agents and employees to account as if they were the trustees of an express trust; and

(c) By suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the registered owners of the Notes.

Section 802. Limitation on Rights of Registered Owners. No one or more registered owners of the Notes secured hereby shall have any right in any manner whatever by his, her or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all registered owners of such outstanding Notes.

Section 803. Remedies Cumulative. No remedy conferred herein upon the registered owners of the Notes is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the registered owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any registered owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the registered owners of the Notes by this Indenture may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any registered owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such registered owner, then, and in every such case, the City and the registered owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the registered owners of the Notes shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 804. No Acceleration. Notwithstanding anything herein or in the Ordinance to the contrary, the Notes are not subject to acceleration.

## ARTICLE IX TRUSTEE, PAYING AGENT AND NOTE REGISTRAR

Section 901. Successor Trustee, Paying Agent and Note Registrar.

(A) Any corporation or association into which the Trustee, Paying Agent and Note Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, provided that such surviving corporation or association shall maintain an office in the State of Missouri, shall be and become the successor Trustee, Paying Agent and Note Registrar hereunder, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereof, anything herein to the contrary notwithstanding.

(B) The Trustee, Paying Agent and Note Registrar may at any time resign by giving thirty (30) days' notice to the City. Such resignation shall not take effect until the appointment of a successor Trustee, Paying Agent and Note Registrar.

(C) The Trustee, Paying Agent and Note Registrar may be removed at any time by an instrument in writing delivered to the Trustee, Paying Agent and Note Registrar by the City. In no event, however, shall any removal of the Trustee, Paying Agent and Note Registrar take effect until a successor Trustee, Paying Agent and Note Registrar shall have been appointed.

(D) In case the Trustee, Paying Agent and Note Registrar shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting as Trustee, Paying Agent and Note Registrar, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the City. Every successor Trustee, Paying Agent and Note Registrar appointed pursuant to the provisions of this Section shall be, if there be such an institution willing, qualified and able to accept the duties of the Trustee, Paying Agent and Note Registrar upon customary terms, a bank or trust company within the State of Missouri, in good standing and having reported capital and surplus of not less than \$50,000,000. Written notice of such appointment shall immediately be given by the City to the owners of the Notes. Any successor Trustee, Paying Agent and Note Registrar shall execute and deliver an instrument accepting

such appointment and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Trustee, Paying Agent and Note Registrar, but such predecessor shall nevertheless, on the written request of the City, or of the successor, execute and deliver such instruments and do such other things as may reasonably be required to more fully and certainly vest and confirm in such successor all rights, powers, duties and obligations of such predecessor. If no successor Trustee, Paying Agent and Note Registrar has accepted appointment in the manner provided above within 90 days after the Trustee, Paying Agent and Note Registrar has given notice of its resignation as provided above, the Trustee, Paying Agent and Note Registrar may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee, Paying Agent and Note Registrar; provided that any Trustee, Paying Agent and Note Registrar so appointed shall immediately and without further act be superseded by a Trustee, Paying Agent and Note Registrar appointed by the City as provided above.

#### ARTICLE X DEFEASANCE

Section 1001. Defeasance. When all of the Notes shall have been paid and discharged, then the requirements contained in this Indenture, except as otherwise provided in Section 703 hereof, and the pledge of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 1996 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 1997 made hereunder and all other rights granted hereby shall terminate. Notes shall be deemed to have been paid and discharged within the meaning of this Indenture if there shall have been deposited with the Paying Agent and the Note Registrar, or other bank located in the State of Missouri and having full trust powers, at or prior to the maturity date of the Notes, in trust for and irrevocably appropriated thereto, monies and/or direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America or securities which represent an undivided interest in such obligations or securities to the extent that the Treasury of the United States of America is ultimately responsible for payment thereof, which, together with the interest to be earned on any such obligations, shall be sufficient for the payment of the principal of the Notes and interest accrued to the date of maturity or, if default in such payment shall have occurred on such date, then to the date of the tender of such payments. Any monies and obligations which at any time shall be deposited with the Paying Agent and the Note Registrar or other bank by or on behalf of the City, for the purpose of

paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent and the Note Registrar or other bank in trust for the respective owners of the Notes, and such monies shall be and are hereby irrevocably appropriated to the payment and discharge hereof. All monies deposited with the Paying Agent and the Note Registrar or other bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Indenture.

## ARTICLE XI MISCELLANEOUS PROVISIONS

Section 1101. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 1102. Official Statement. The use of the Preliminary Official Statement in substantially the form approved by the Mayor and the Comptroller (the "Preliminary Official Statement") by the City and by Stifel, Nicolaus & Company, Incorporated and Grigsby Brandford & Co., Inc. (collectively, the "Underwriters") in connection with the sale of the Notes is hereby authorized and the City hereby approves the preparation and use by the City and by the Underwriters of such Preliminary Official Statement and a final Official Statement in substantially the form of the Preliminary Official Statement (and together with the Preliminary Official Statement, the "Official Statement") in connection with the sale of the Notes and the execution thereof by the Mayor and the Comptroller of the City. The officials of the City have participated in the preparation of the Official Statement and have determined that the Preliminary Official Statement was true, correct and complete in all material respects as of the date thereof. For the purpose of enabling the Underwriters to comply with the requirements of Rule 15c2 12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2 12(b)(1), and the appropriate officials of the City are hereby authorized, if requested to provide the Underwriters a letter or certification to such effect and to take such other actions or execute such other documents as such officials in their reasonable judgment deem necessary to enable the Underwriters to comply with the requirements of such Rule.

Section 1103. Continuing Disclosure. The City hereby covenants and agrees that it shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the City to comply with the Continuing Disclosure Certificate shall

not be considered a default hereunder; however, any holder of the Notes may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 1104. Amendment and Modification. This Indenture has been executed and delivered to provide for and induce the sale of the Notes, and may not be repealed, amended or modified while any Notes are outstanding, except for such amendments which, in the opinion of counsel to the City and nationally recognized bond counsel, (i) shall not materially adversely affect the interests of the holders of the Notes, (ii) are required by existing or future laws, or (iii) are necessary to clarify any ambiguity, inconsistency or defective provision contained herein.

Section 1105. Copy of Indenture to the Treasurer. Immediately upon the execution and delivery of this Indenture, a certified copy hereof shall be filed with the Treasurer of the City for his information and guidance.

Section 1106. Provision of Information and Reports to the Treasurer. The Trustee shall provide a copy of all statements and documentation relating to the purchase or sale of investments to the Treasurer of the City as soon as practicable after each such purchase or sale. Monthly reports of the funds and accounts, if any held by the Trustee with respect to the Notes, including investment information with respect thereto, shall be provided by the Trustee to the Treasurer of the City within 15 days after the end of each month. In addition, the Trustee shall promptly provide the Treasurer with such additional information regarding the Notes, the registration of the Notes and the funds and accounts held by the Trustee with respect to the Notes, including information regarding the investment of such funds and accounts, as shall be requested by the Treasurer of the City.

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IN WITNESS WHEREOF, THE CITY OF ST. LOUIS, MISSOURI and UMB BANK OF ST. LOUIS, N.A., have caused this Indenture to be executed by their respective duly authorized representatives and their official seals to be affixed hereon as of the dated date set forth above.

THE CITY OF ST. LOUIS, MISSOURI

Mayor

Comptroller

Treasurer

Approved as to Form:

City Counselor

Attest:

Register

(SEAL)

UMB BANK OF ST. LOUIS, N.A., as Trustee

Authorized Officer

Attest:

Authorized Officer

(SEAL)

Legislative History					
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND	VOTE
05/17/96	05/17/96	W&M			
2ND READING	FLOOR AMEND	FLOOR SUB	VOTE	PERFECTN	PASSAGE
05/24/96				05/31/96	06/07/96
ORDINANCE	VETOED		VETO OVR		EFFECTIVE
63786					